

**CITY OF WHITTIER, ALASKA
RESOLUTION #19-2019**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA,
APPROVING THE AMENDED AND RESTATED CITY MANAGER EMPLOYMENT
AGREEMENT**

WHEREAS, the Whittier City Council has previously appointed Jim Hunt the Interim City Manager; and

WHEREAS, the Whittier City Council has found Jim Hunt's performance as Interim City Manager to be satisfactory and has decided to appoint him as the permanent City Manager for a term of three years; and

WHEREAS, an agreement titled "Amended and Restated City Manager Employment Agreement" has been reached that memorializes the terms under which the City of Whittier agrees to employ Jim Hunt as its permanent City Manager; and

WHEREAS, it is in the public interest to approve this agreement with Jim Hunt making him the permanent City Manager.

THE WHITTIER CITY COUNCIL RESOLVES:

Section 1. The form and content of the "Amended and Restated City Manager Employment Agreement" (attached hereto as Exhibit A) between the City of Whittier and Jim Hunt that is now before this meeting is in all respects authorized, approved and confirmed by this resolution, and the City Mayor hereby is authorized, empowered and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content now before this meeting, but with such changes, modifications, additions and deletions therein as he shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said document now before this meeting, and from and after the execution and delivery of said document, the City Mayor hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

Section 2. This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council on this 21 day of May, 2019.

Introduced by: Holly Wells



Daniel Blair
MAYOR

ATTEST:


Naelene Matsumiya
CITY CLERK

Ayes: 6
Nays: 0
Absent: 1
Abstain: 0

AMENDED AND RESTATED CITY MANAGER EMPLOYMENT AGREEMENT

This FIRST AMENDED AND RESTATED CITY MANAGER EMPLOYMENT AGREEMENT ("Amended Agreement 1") modifies the Initial City Manager Employment Agreement ("Agreement") entered into between City of Whittier ("City") and James Hunt ("Manager"), effective retroactive to January 1, 2019. The provisions of this Amended Agreement 1 shall prevail over any conflicting provisions of the Agreement and/or prior Amendments.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amended Agreement 1, the City of Whittier agrees to continue to employ Manager as its City Manager under the terms and conditions set forth below:

Section 1. Duties of Manager.

A. Scope of Duties. Manager shall be employed by City as, and hold the title of, "City Manager" of the City of Whittier. Manager shall serve at the pleasure of, and report directly to, the Whittier City Council ("Council"). Manager shall perform all duties and discharge all responsibilities of that position as prescribed by the laws of the State of Alaska and the Whittier City Code, all as may be amended from time to time, and as established by the Council from time to time. Manager shall maintain residency in the City of Whittier during the entire term of this Agreement.

B. Confidentiality. Manager recognizes that the he will receive and have access to information of a confidential nature. Manager agrees any confidential information obtained as a result of the City Manager position will be maintained as confidential to the extent authorized by law.

Section 2. Compensation and Benefits of Manager.

A. Salary. Manager shall receive an annualized salary of \$140,000.00 during the term of this Agreement, payable in regular installments at the time other City employees are paid, or as otherwise agreed upon between the parties in writing. All compensation paid to Manager shall be subject to required employment deductions, taxes, and contributions.

B. Exempt Status. Manager acknowledges that the position of Manager is exempt from the overtime requirements of state and federal wage and hour laws and as such, Manager is expected to work the hours necessary to accomplish the goals and requirements of the position.

C. Retirement Benefits. Manager shall be enrolled in the Alaska Public Employees Retirement System (PERS) during the term of this Agreement, so long as the City participates in the System.

or post- termination hearing or any other procedure that may now or hereafter apply to any such action by the Council or be available to other City employees.

C. Termination for Cause. Manager may be terminated "for cause," including but not necessarily limited to, the City's good faith determination that Manager has: (a) engaged in any form of dishonesty, criminal conduct, unethical conduct, or conduct involving moral turpitude connected with, or affecting his employment with the City; (b) refused to comply with, or carry out, an appropriate action of the Council approved through a duly authorized vote or resolution; (c) engaged in a material breach of his obligations under this Agreement; or (d) engaged in any act or omission that constitutes just cause for termination under the laws of the State of Alaska. In the event that the City terminates Manager for cause, Manager shall be paid his monthly salary prorated down to his final work day, and no further compensation.

D. Resignation. Manager shall provide City with written notice of his resignation no less than thirty (30) days prior to the effective date of his resignation. Manager will remain on site and in service for the notice period. At its option, the City may pay salary in lieu of service through the effective resignation date, but on no account shall Manager receive compensation in lieu of service for a period longer than thirty (30) days regardless to the length of notice provided by Manager. If Manager resigns without providing such notice, then Manager shall forfeit all benefits which Manager otherwise would have been entitled to receive upon resignation or expiration of this Agreement, including payment of unused accrued leave.

E. Severance. In the event the City terminates Manager's employment under this Agreement without cause, City shall pay Manager a lump sum severance, equal to four (4) months' salary, less applicable deductions and withholding. Manager shall be required to execute and not revoke a general waiver and release of employment-related claims as a pre-condition of receiving such severance payment.

Section 4. Other Employment.

It is recognized that Manager must devote a great deal of time outside normal office hours to business of the City. Normal work hours in a regular workweek hereunder shall be construed to mean Monday through Friday, an 8-hour period between 7:00 a.m. and 6:00 p.m. Manager shall not take nor undertake employment with any other person, entity or business, without prior approval of the City Council.

Section 5. Indemnification by City.

The City shall indemnify, hold harmless and defend Manager against all claims and liability which may result from any claim, action or suit by person based upon alleged injury to or death of a person or alleged loss of or damage to property that may occur or that may be alleged to have been caused by Manager in the course of performance of his official duties during the duration of his employment with City under this Agreement, *provided, however*, that City shall not be obliged to indemnify, hold

harmless or defend Manager against any such claim that was caused by Manager while acting outside the course of performing his official duties, or from any false, deceptive, dishonest or criminal act or omission under the laws and regulations of the United States of America, the State of Alaska and/or any political subdivision thereof.

Section 6. General Provisions.

Any controversy or claim arising out of or related to this Agreement or the breach thereof shall be governed by the laws of the State of Alaska, and the City of Whittier, Alaska, and the venue for any legal proceedings thereon shall be the Superior Court for the State of Alaska, Third Judicial District.

This Amended at Restated Agreement supersedes all prior oral or written agreements, if any, between Manager and City, and constitutes the entire agreement between Manager and City and approved by the Council.

IN WITNESS WHEREOF the City of Whittier has caused this Amended and Restated Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and James Hunt has signed and executed this agreement for and on behalf of himself, both in duplicate, as of the day and year first above written.

CITY OF WHITTIER

CITY MANAGER

Daniel Blair, Mayor

James Hunt

ATTEST:

City Clerk